

A. G. Contract No. KR920075TRN
ECS File: JPA 92-10
Project: G 1050 11C
Section: Extend Chino Road,
5th Street and 9th Street

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF DOUGLAS

THIS AGREEMENT is entered into 19 February, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF DOUGLAS, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-1895.03 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513, and 28-1895 et seq to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$150,000.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the City, and the
Transportation Board has approved the funding for the design
and construction of the extension of Chino Road, 5th Street and
9th Street, which will enhance the development of the adjacent
commercial and industrial properties, and aid in the retention
and development of local business, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16419</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/19/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vincent J. Greenawald</u>

II. SCOPE

1. The City will:

a. Insure the commitment of a minimum of \$471,500.00 funds to the Project and related improvements. Design and construct the Project, and upon completion, accept the Project on behalf of the City, and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of \$150,000.00.

c. Provide the State a copy of the executed Project contract(s). Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$150,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the making of the ESP payment, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ 85607

10. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF DOUGLAS

STATE OF ARIZONA

Department of Transportation

By Elizabeth N. Ames
ELIZABETH AMES
Mayor

By Harry A. Reed
HARRY A. REED
Director, Transportation
Planning Division

RECOMMENDED BY

By Delbert Self
DELBERT SELF
City Manager

ATTEST:


By Victor Stevens
VICTOR STEVENS
City Clerk

JPA 92-10

RESOLUTION

BE IT RESOLVED on this 10th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Douglas for the purpose of conveying Economic Strength Development funds to the City for the extension of Chino Road, 5th Street and 9th Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


2 CHARLES E. COWAN
Director

1203j/2

1 RESOLUTION 92-001

2 A RESOLUTION OF THE CITY OF DOUGLAS
3 MAYOR AND COMMON COUNCIL AUTHORIZING
4 THE EXECUTION OF AN INTERGOVERNMENTAL
5 AGREEMENT BETWEEN THE CITY OF DOUGLAS
6 AND THE STATE OF ARIZONA DEPARTMENT
7 OF TRANSPORTATION - PROJECT NUMBER
8 G 1050 11C

9 WHEREAS, the State of Arizona through the
10 Department of Transportation (hereinafter referred to as
11 ADOT) has programmed funding from the Economic Strength
12 Project Fund for the construction of the extension of Chino
13 Road, 5th Street and 9th Street for the City of Douglas; and

14 WHEREAS, the City of Douglas desires to obtain
15 funding for this project from ADOT; and

16 WHEREAS, ADOT had determined it to be in the
17 best interest of the State of Arizona to require that the
18 City of Douglas enter into the Intergovernmental Agreement
19 with the State of Arizona for the purpose of obtaining
20 these funds;

21 NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR
22 AND COUNCIL OF THE CITY OF DOUGLAS:

23 Accepts the Intergovernmental Agreement
24 between the City of Douglas and the State of Arizona -
25 Department of Transportation for Project No. G 1050 11C in
26 the maximum amount of \$150,000.00.

27 PASSED, ADOPTED, AND APPROVED BY THE MAYOR AND
28 COUNCIL OF THE CITY OF DOUGLAS THIS 29TH DAY OF JANUARY
1992.

Elizabeth W. Ames
ELIZABETH W. AMES, MAYOR

22 ATTEST:

23 *Victor M. Stevens*
24 VICTOR M. STEVENS, CITY CLERK

25 APPROVED AS TO FORM:

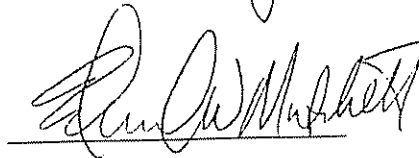
26 *Edward W. Matchett*
27 EDWARD W. MATCHETT, CITY ATTORNEY
28

JPA 92-10

APPROVAL OF THE DOUGLAS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City of Douglas under the laws of the State of Arizona.

DATED this 29th day of January, 1992.

A handwritten signature in cursive script, appearing to read "R. J. Marshall", written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

February 26, 1992

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR92-0075 -TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of February, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section